

B 13
New Number

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
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April 17, 1989

RECORDATION 15290 FILED 1425

APR 17 1989 -1 50 PM

INTERSTATE COMMERCE COMMISSION

9-107A025

Date 4/17/89
13.00

Ms. Noreta R. McGee
Secretary

Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of a Master Equipment Lease Agreement dated as of March 30, 1989, a primary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed document are:

Lessor: Pitney Bowes Credit Corporation
201 Merritt Seven
Norwalk, Connecticut 06856-5151

Lessee: J.M. Huber Corporation
333 Thornall Street
Edison, New Jersey 08818

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

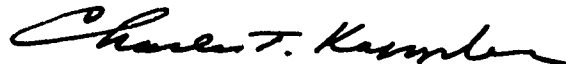
Charles T. Kappler

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
April 17, 1989
Page Two

A short summary of the enclosed primary document to
appear in the Commission's Index is:

Master Equipment Lease Agreement dated as of
March 30, 1989 between Pitney Bowes Credit Corpora-
tion, Lessor, and J.M. Huber Corporation, Lessee,
covering 30 tank cars marked and numbered JMHX
70046 - 70074 and 90 tank cars marked and numbered
JMHX 69087 - 69176, each both inclusive.

Very truly yours,


Charles T. Kappler

Enclosures

EQUIPMENT DESCRIPTION

SCHEDULE A

Trinity Industries, Inc's

30

14,428 Gallon, DOT 11A100W1 Railroad Tank Car
Registration Numbers as follows:

JMHX	70045	JMHX	70061
JMHX	70046	JMHX	70062
JMHX	70047	JMHX	70063
JMHX	70048	JMHX	70064
JMHX	70049	JMHX	70065
JMHX	70050	JMHX	70066
JMHX	70051	JMHX	70067
JMHX	70052	JMHX	70068
JMHX	70053	JMHX	70069
JMHX	70054	JMHX	70070
JMHX	70055	JMHX	70071
JMHX	70056	JMHX	70072
JMHX	70057	JMHX	70073
JMHX	70058	JMHX	70074
JMHX	70059		
JMHX	70060		

Union Tank Car Company's

90

Tank Car 111A100W3
Registration Numbers as follows:

JMHX	69087	JMHX	69112	JMHX	69137	JMHX	69162
JMHX	69088	JMHX	69113	JMHX	69138	JMHX	69163
JMHX	69089	JMHX	69114	JMHX	69139	JMHX	69164
JMHX	69090	JMHX	69115	JMHX	69140	JMHX	69165
JMHX	69091	JMHX	69116	JMHX	69141	JMHX	69166
✓ JMHX	68092	JMHX	69117	JMHX	69142	JMHX	69167
JMHX	69093	JMHX	69118	JMHX	69143	JMHX	69168
JMHX	69094	JMHX	69119	JMHX	69144	JMHX	69169
JMHX	69095	JMHX	69120	JMHX	69145	JMHX	69170
JMHX	69096	JMHX	69121	JMHX	69146	JMHX	69171
JMHX	69097	JMHX	69122	JMHX	69147	JMHX	69172
JMHX	69098	JMHX	69123	JMHX	69148	JMHX	69173
JMHX	69099	JMHX	69124	JMHX	69149	JMHX	69174
JMHX	69100	JMHX	69125	JMHX	69150	JMHX	69175
JMHX	69101	JMHX	69126	JMHX	69151	JMHX	69176
JMHX	69102	JMHX	69127	JMHX	69152		
JMHX	69103	JMHX	69128	JMHX	69153		
JMHX	69104	JMHX	69129	JMHX	69154		
JMHX	69105	JMHX	69130	JMHX	69155		
JMHX	69106	JMHX	69131	JMHX	69156		
JMHX	69107	JMHX	69132	JMHX	69157		
JMHX	69108	JMHX	69133	JMHX	69158		
JMHX	69109	JMHX	69134	JMHX	69159		
JMHX	69110	JMHX	69135	JMHX	69160		
JMHX	69111	JMHX	69136	JMHX	69161		

EQUIPMENT DESCRIPTION

Trinity Industries, Inc's

30 14,428 Gallon, DOT 11A100W1 Railroad Tank Car
Registration Numbers as follows:

JMHX 70045	JMHX 70061
JMHX 70046	JMHX 70062
JMHX 70047	JMHX 70063
JMHX 70048	JMHX 70064
JMHX 70049	JMHX 70065
JMHX 70050	JMHX 70066
JMHX 70051	JMHX 70067
JMHX 70052	JMHX 70068
JMHX 70053	JMHX 70069
JMHX 70054	JMHX 70070
JMHX 70055	JMHX 70071
JMHX 70056	JMHX 70072
JMHX 70057	JMHX 70073
JMHX 70058	JMHX 70074
JMHX 70059	
JMHX 70060	

Union Tank Car Company's

90 Tank Car 111A100W3
Registration Numbers as follows:

JMHX 69087	JMHX 69112	JMHX 69137	JMHX 69162
JMHX 69088	JMHX 69113	JMHX 69138	JMHX 69163
JMHX 69089	JMHX 69114	JMHX 69139	JMHX 69164
JMHX 69090	JMHX 69115	JMHX 69140	JMHX 69165
JMHX 69091	JMHX 69116	JMHX 69141	JMHX 69166
JMHX 69092	JMHX 69117	JMHX 69142	JMHX 69167
JMHX 69093	JMHX 69118	JMHX 69143	JMHX 69168
JMHX 69094	JMHX 69119	JMHX 69144	JMHX 69169
JMHX 69095	JMHX 69120	JMHX 69145	JMHX 69170
JMHX 69096	JMHX 69121	JMHX 69146	JMHX 69171
JMHX 69097	JMHX 69122	JMHX 69147	JMHX 69172
JMHX 69098	JMHX 69123	JMHX 69148	JMHX 69173
JMHX 69099	JMHX 69124	JMHX 69149	JMHX 69174
JMHX 69100	JMHX 69125	JMHX 69150	JMHX 69175
JMHX 69101	JMHX 69126	JMHX 69151	JMHX 69176
JMHX 69102	JMHX 69127	JMHX 69152	
JMHX 69103	JMHX 69128	JMHX 69153	
JMHX 69104	JMHX 69129	JMHX 69154	
JMHX 69105	JMHX 69130	JMHX 69155	
JMHX 69106	JMHX 69131	JMHX 69156	
JMHX 69107	JMHX 69132	JMHX 69157	
JMHX 69108	JMHX 69133	JMHX 69158	
JMHX 69109	JMHX 69134	JMHX 69159	
JMHX 69110	JMHX 69135	JMHX 69160	
JMHX 69111	JMHX 69136	JMHX 69161	

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RECORDATION NO **16290** FILED 1423

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INTERSTATE COMMERCE COMMISSION

MASTER EQUIPMENT LEASE AGREEMENT

Dated as of March 30 , 19 89

Between Pitney Bowes Credit Corporation

LESSOR

and

J. M. Huber Corporation

LESSEE

Filed and Recorded with the
Interstate Commerce Commission
on _____, at
_____ and given
Recordation No. _____

MASTER EQUIPMENT LEASE AGREEMENT

Lease Agreement made this 30th day of March, 1989, between PITNEY BOWES CREDIT CORPORATION ("Lessor") with a place of business located at 201 Merritt Seven, Norwalk, Connecticut 06856-5151 and J. M. Huber Corporation ("Lessee") having its principal place of business located at 333 Thornall Street, Edison, New Jersey 08818.

1. **LEASE AGREEMENT:** Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the machinery, equipment and other personal property ("Equipment") described in Equipment Lease Schedule(s) which are or may from time to time be executed by Lessor and Lessee and attached hereto or incorporated herein by reference ("Schedules"), upon the terms and conditions set forth in this Lease, as supplemented by the terms and conditions set forth in the appropriate Schedule identifying such items of Equipment. All of the terms and conditions of this Lease shall govern the rights and obligations of Lessor and Lessee except as specifically modified in writing. Whenever reference is made herein to "this Lease" it shall be deemed to include each of the various Schedules identifying all items of Equipment, all of which constitute one undivided lease of the Equipment, and the terms and conditions of which are incorporated herein by reference.

2. **CONDITIONS PRECEDENT:** (a) The obligation of Lessor to lease any of the Equipment to Lessee hereunder shall be subject, on or as of the acceptance date for such Equipment, to (i) Lessee's acceptance of such Equipment, as evidenced by Lessor's receipt of an acceptance certificate in form and substance acceptable to Lessor with respect thereto; (ii) Lessee's execution and delivery, at Lessee's expense, of such documents as Lessor may reasonably deem to be necessary or desirable (each in form and substance satisfactory to Lessor), including, without limitation, an opinion of Lessee's counsel, a certificate(s) of officers of Lessee, Uniform Commercial Code financing statements and other filings and publications as may be appropriate with respect to Lessor's interest in the Equipment including filings with the United States Interstate Commerce Commission; (iii) there not having occurred, since the date of the most recent financial statements for Lessee, any material adverse change in the financial condition of Lessee or in Lessee's ability to perform its obligations hereunder; (iv) there having occurred no change in applicable law that would have a material adverse impact on the transactions contemplated by this Lease (unless Lessor and Lessee shall have agreed upon appropriate adjustments and indemnities to compensate for such change); (v) Lessee's representations and warranties contained in this Lease being true and accurate as if made on and as of such date, and Lessee's having performed and complied with all of its covenants and obligations hereunder and under any purchase agreement; (vi) Lessor's having reviewed and found satisfactory such bank checks as it deems necessary regarding Lessee; and (vii) for any acceptance date following April 30, 1989 Lessor's having received and found satisfactory Lessee's year end financial statements as at December 31, 1988 and a certificate from Lessee's chief financial officer stating that no material adverse change has occurred in Lessee's business or financial condition from that reflected in such statements or in the financial information presented to Lessor prior to its January 17, 1989 credit approval.

If requested by Lessee in a writing accompanying Lessee's financial statements, Lessor shall use its good faith efforts to keep such financial statements confidential unless disclosure of the same is required by law or court order; provided, however, that Lessor shall have no liability for any disclosure except for its willful misconduct in contravention hereof.

3. **TERM:** The obligations under this Lease shall commence upon the written acceptance thereof by Lessor and shall end upon full performance and observance of each and every term, condition and covenant set forth in this Lease, each Schedule hereto and any extensions thereof. The rental term of the Equipment listed in each Schedule shall commence on the date that the first Rental Payment is due and shall terminate on the last day of the term stated in such Schedule unless such Schedule has been extended or otherwise modified in writing and signed by the Lessor and Lessee. Lessor, at its option, may terminate any Schedule as to which the Equipment listed therein has not been delivered to Lessee prior to the outside commitment date specified in such Schedule.

4. **RENTAL PAYMENTS:** The rent for the Equipment described in each Schedule shall be due and payable on the dates set forth therein. Such rent shall be payable at the office of Lessor, 201 Merritt Seven, Norwalk, Connecticut 06856-5151 or at such office as Lessor may otherwise designate. The receipt of any check or other item on account of any Rental Payment will not be considered as payment thereof until such check or other item is honored when presented for payment. Notwithstanding the foregoing, the date of receipt of any check shall be deemed the date payment is made provided such check is honored when first presented for payment.

5. **DELIVERY AND INSTALLATION:** Lessee will select the type, quantity and supplier of each item of Equipment designated in the appropriate Schedule and in reliance thereon such Equipment will then be ordered by Lessor from such supplier or Lessor will accept an assignment of any existing purchase order therefor reasonably satisfactory in form and substance to Lessor. Lessor shall have no liability for any delivery or failure by the supplier to fill the purchase order or meet the conditions thereof. Lessee, at its expense, will pay all transportation, packing, taxes, duties, insurance, installation, testing and other charges in connection with the delivery, installation and use of the Equipment.

6. **WARRANTIES:** LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against Lessor for loss of anticipatory profits or consequential damages. Lessor shall have no obligation to install, erect, test, adjust, service, or maintain the Equipment. Lessee shall look to the manufacturer and/or seller for any claims related to the Equipment.

Lessor hereby acknowledges that any manufacturer's and/or seller's warranties are for the benefit of both Lessor and Lessee. NOTWITHSTANDING THE FOREGOING, LESSEE'S OBLIGATIONS TO PAY THE RENTALS OR OTHERWISE UNDER THIS LEASE SHALL BE AND ARE ABSOLUTE AND UNCONDITIONAL EXCEPT AS PROVIDED IN PARAGRAPH 30, "LESSEE'S QUIET ENJOYMENT".

To the extent permitted by the manufacturer or seller, and provided Lessee is not in default under this Lease, Lessor shall make available to Lessee, and shall instruct the manufacturer or seller of the Equipment to make available to Lessee, all manufacturer's and/or seller's warranties with respect to Equipment.

7. TITLE TO AND LOCATION OF EQUIPMENT: Title to each item of Equipment leased hereunder shall remain with the Lessor at all times and the Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Equipment and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes except for those created by, through, or under Lessor. Lessor assumes no liability and makes no representation as to the treatment by Lessee of this Lease, the Equipment or the Rental Payments for financial statement or tax purposes. Except as provided in Section 32 hereof Lessee makes no representation and assumes no liability with respect to the treatment by Lessor of this Lease, the Equipment or the Rental Payments for financial statement or income tax purposes.

All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. The Equipment shall be delivered to the location specified in the Schedule with respect thereto. The Equipment will be principally based in the United States. Until calendar year 1994, Lessee will not use or permit the Equipment to be used, operated or located outside of the continental United States; provided that so long as Lessee is not otherwise in default of any of the terms of this Lease, and is in compliance with the indemnification provisions contained in Section 32 hereof, Lessee's failure to comply with the provisions of this sentence shall not constitute an Event of Default hereunder.

The Lessor shall be permitted to display notice of its ownership of the Equipment by affixing to each item of Equipment an identifying stencil or plate or any other indicia of ownership and Lessee will not alter, deface, cover or remove such ownership identification.

8. USE OF EQUIPMENT, INSPECTION AND REPORTS: Lessee may possess and use the Equipment in accordance with this Lease, provided that any such use is in conformity with all applicable laws, any insurance policies, and any warranties of the manufacturer with respect to the Equipment. While it is understood and permitted that the Equipment will be used to transport what is commonly known as clay slurry and otherwise in Lessee's business, Lessee shall not use or permit the Equipment to be used to contain or transport any Hazardous Material. For purposes hereof, "Hazardous Material" shall mean and include any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq., as amended, or the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. or any other Federal, or material state statute, law, code, rule, or regulation, regulating, relating to,

or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereafter in effect; provided, however, that if what is now commonly known as clay slurry should fall within the above definition of Hazardous Material, Lessee will not be in violation hereof as a result thereof so long as Lessee is in compliance with applicable law relating to the transportation and containment of such clay slurry. Lessor shall have the right, upon reasonable prior notice to the Lessee and during the Lessee's regular business hours, to inspect the Equipment at the premises of the Lessee or to the extent reasonable wherever the Equipment may be located. Lessee shall promptly notify Lessor of all details arising out of any alleged encumbrances on the Equipment or any accident which may result in a claim against the Lessor allegedly resulting from the use or operation thereof.

9. OPERATING RULES AND REGULATIONS: Lessee agrees to comply with all local, state and Federal governmental laws, regulations and requirements relating to the operation and/or use of the Equipment, including the Interchange Rules and all other rules of the Association of American Railroads (or any successor thereto) and the Interstate Commerce Commission. In case any equipment or appliance on any Equipment shall be required to be changed or replaced, or any additional or other equipment or appliance is required to be installed on such Equipment in order to comply with such laws, regulations, requirements and rules, Lessee agrees to make such changes, additions and replacements at its own expense and title thereto shall be immediately vested in Lessor.

10. FURTHER ASSURANCES: Lessee shall execute and deliver to Lessor upon Lessor's request such instruments and assurances as Lessor in the reasonable exercise of its discretion deems necessary for the confirmation or perfection of this Lease and Lessor's rights hereunder. In furtherance thereof, Lessor may file or record this Lease or a financing statement with respect thereto so as to give notice to any interested parties. The Lessor is authorized to file a financing statement concerning the Equipment signed only by the Lessor in accordance with the Uniform Commercial Code or one signed by Lessor as Lessee's attorney in fact. Any such filing or recording shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code. Lessor, at Lessee's expense, will cause this Lease to be filed in accordance with 49 U.S.C. Section 11303(a) with the Interstate Commerce Commission.

11. RISKS OF LOSS: All risk of loss, damage, theft or destruction to each item of Equipment shall be borne by the Lessee. No such loss, damage, theft or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Lease all of which shall continue in full force and effect and Lessee, at Lessee's option, shall either (a) place the affected Equipment in good repair, condition and working order without thereby causing any loss or delay by Lessor of any Tax Benefits (as defined in Section 32 hereof) or (b) pay the Lessor the amount covering such affected Equipment set forth in Addendum "A" to the applicable Schedule - Stipulated Loss Values plus all other amounts then due and payable, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss, damage, theft or destruction. After compliance with the foregoing to Lessor's satisfaction and provided Lessee is not in default under this Lease, Lessee shall be subrogated to Lessor's rights with respect to any insurance policies or claims for reimbursement by others with respect to such loss, damage, theft or destruction.

12. INSURANCE:

a. Public Liability and Property Damage Insurance. Lessee represents and warrants that it will maintain in effect at its own expense (i) public liability insurance in an amount not less than \$5,000,000 combined single limit coverage in the aggregate and (ii) such other property damage insurance (exclusive of manufacturer's product liability insurance) with respect to the Equipment as is of the type and in the amount as specified in each Schedule. All insurance provided for in this Section shall be effected with insurance companies similar to those insurers who customarily provide public liability insurance to Lessee's industry.

b. Insurance Against Loss or Damage to Equipment. Lessee represents and warrants that it will provide all-risk insurance covering the Equipment including fire and explosion, and lightning and electrical damage, provided that such insurance shall at all times while the Equipment is subject to this Lease be for an amount which, when paid, will be not less than the Stipulated Loss Value for the Equipment from time to time. So long as Lessee is not in default under this Lease, Lessee shall, upon written notice to Lessor, be permitted to self insure for physical damage to the Equipment.

c. Lessor as Additional Insured; Notice. Any policies of insurance carried in accordance with this Section and any policies taken out in substitution or replacement for any such policies (i) shall be amended to name Lessor, as owner of the Equipment, as additional named insured thereunder, (ii) with respect to insurance carried in accordance with paragraph (b) covering the Equipment shall be made payable to Lessor as loss payee. Lessee shall furnish certificates to Lessor as proof of such insurance and shall provide for at least thirty (30) days written notice of cancellation to Lessor.

13. **EXPENSES, FEES AND TAXES:** In addition to the Rental Payments, Lessee shall pay promptly when due, all costs, expenses, fees, charges and taxes (including sales, use, excise, personal property, ad valorem, documentary stamp) incurred in connection with the titling, licensing, registration, use, rental, shipment, transportation, delivery, purchase, ownership or operation of the Equipment, and on or relating to this Lease and any Schedule. In case any report or return is required to be filed by Lessee relating to the Equipment with respect to any taxes, Lessee will, to the extent legally permissible, file such report or return or, if known by Lessee, notify Lessor in writing to the extent Lessor must file such report or return in sufficient time for Lessor to make such filing of the required report or return. Notwithstanding anything to the contrary contained in the foregoing sentence, Lessee will file all reports and returns associated with ad valorem property taxes. All reports and returns filed by Lessee will be in Lessee's name and account number. To the extent reasonably requested by Lessor, Lessee will promptly supply Lessor a copy of such reports or returns. Lessee shall promptly reimburse Lessor for any taxes charged to or assessed against Lessor, except for state or federal net income taxes or franchise taxes.

Except by reason of a permitted contest as described below, if Lessee should fail to pay any of the costs, expenses, fees, charges and taxes for which Lessee is liable hereunder, Lessor may, but shall not be required to, pay the same for the account of Lessee. Lessee shall reimburse Lessor, upon demand, as additional rental hereunder, for the full amount of any costs, expenses, taxes or other charges paid by Lessor which constitute an obligation of Lessee hereunder.

Lessor shall, at the written request and sole expense of Lessee, contest or assist Lessee in contesting a valuation or tax imposed on the Equipment. Lessee shall, during any such contest, pay such amounts as are due by reason of such valuation or tax to Lessor, which Lessor shall refund to Lessee in the event of a favorable decision regarding such contest. Provided, however, in any event, the failure of Lessee to pay such taxes during any such contest shall not constitute an Event of Default, unless and until such failure shall threaten to jeopardize or cause a lien on the Equipment. If Lessee elects to contest the imposition or levy of any such tax or related item, Lessor shall offer Lessee all reasonable assistance in such claim, and shall bring such claim or contest in Lessor's own name if same is required by the taxing jurisdiction, all at Lessee's expense. Unless the failure to pay such tax during any such contest would threaten to jeopardize or cause a lien on the Equipment, the obligation of Lessee to pay such tax during any such contest shall be suspended pending final resolution of same.

14. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS: If Lessee shall fail to duly and promptly perform any of its obligations under this Lease with respect to the Equipment, Lessor may (at its option) perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Equipment and Lessor's title thereto, including payments for satisfaction of liens, repairs, taxes, levies and insurance and all sums so paid or incurred by Lessor, together with interest as provided below, and any reasonable legal fees incurred by Lessor in connection therewith shall be additional rent under this Lease and payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of the Lessee.

15. LATE CHARGES: Should Lessee fail to duly pay any part of any Rental Payment or other sum to be paid to Lessor under this Lease, then Lessee shall pay interest on such delinquent payment from the due date until paid at a per annum rate of 2% plus the Chase Manhattan Bank, N.A. Prime Rate, said interest rate not to exceed the highest legal contract rate of interest.

16. INDEMNIFICATION: Lessee assumes liability for, and hereby agrees to indemnify, protect and keep harmless Lessor, its agents, employees, officers, directors, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing or return of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to perform or comply with any conditions of this Lease. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Lease, but only with respect to events occurring or circumstances arising prior to the expiration or other termination of this Lease. Lessee is an independent contractor and nothing contained in this Lease shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor. Lessee may, and upon any indemnified party's request will, at Lessee's expense, resist and defend any action, suit or proceeding hereunder or cause the same to be resisted or defended by counsel selected by Lessee and satisfactory to such indemnified party; provided that any indemnified party will be entitled to

separate counsel, at Lessee's expense, in the event counsel selected by Lessee cannot, due to a conflict of interest or otherwise, represent and advance the best interests of such indemnified party in all respects in connection with any such action, suit or proceeding.

17. **NO OFFSET:** This Lease is a net lease and all Rental Payments shall be paid when due by Lessee irrespective of any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the supplier of the Equipment, or any other party.

18. **PURCHASE OPTION:** Lessee shall have no option to purchase or otherwise acquire title or ownership of all Equipment on any Schedule unless (a) a purchase option is referred to in the Schedule relating to the Equipment and (b) if there is any such purchase option, and Lessee is not in default under this Lease, any such purchase option can only be exercised by Lessee's written notice to Lessor, at Lessor's address stated above, not earlier than 270 days nor later than 180 days prior to the end of the original lease term of any such Schedule and (c) the purchase price shall be payable promptly upon the expiration of the original term and (d) Lessee purchases all but not less than all Equipment on the Schedule. Any purchase option price stated as "Fair Market Value" ("FMV") for Equipment shall be determined on the basis of, and shall be equal in amount to, the value which one would obtain in an arm's-length transaction between an informed and willing buyer-user (other than a Lessee currently in possession and a used equipment dealer) and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal of Equipment from its location of current use shall not be a deduction from such value. In the event Lessee purchases the Equipment, Lessee shall be responsible for all applicable sales tax.

In the event the FMV is not agreed upon by Lessee and Lessor, it shall be determined by the average of three (3) independent appraisals by parties which shall include two parties, one selected by Lessee and one selected by Lessor and a third mutually selected by Lessee and Lessor at Lessee's expense. In the event that Lessee chooses not to purchase the Equipment after determination of FMV, Lessee shall provide Lessor with at least 180 days written notice that Lessee has rescinded the election to purchase and the Lease shall continue in full force and effect from the date of such notice at its then prevailing rent. In the event that a purchase option is stated as Fair Market Value, the purchase price payable by Lessee with respect thereto shall be such Fair Market Value plus applicable taxes but shall not, however, exceed (i) thirty percent (30%) of the original total acquisition cost paid by Lessor for the Equipment, adjusted for inflation in accordance with the percentage change over the entire Lease term (compounded annually) in the Consumer Price Index (National Base) for all items as published by the Bureau of Labor Statistics for all urban consumers, plus (ii) all taxes applicable to or attendant upon such purchase.

19. **RENEWAL:** Lessee may, at its option, renew the lease term relating to any Schedule for not less than all Equipment covered by such Schedule by giving Lessor written notice not earlier than 270 days nor less than 180 days before the expiration of the original term or the anniversary date of any prior renewal thereof, and paying to Lessor the amount of the renewal rental, provided that such renewal option is not exercisable if Lessee is in default under this Lease or has notified Lessor of its intent to purchase the Equipment under Paragraph 18 of the Lease. Upon such notification and payment, the lease term covering such

Schedule shall be renewed at Lessee's election for (i) one year at an advance monthly rental rate equal to 60% of the monthly rental rate applicable during the original term; or (ii) two years at an advance monthly rental rate equal to 50% of the monthly rental rate applicable during the original term; or (iii) three, four or five years (at Lessee's election) at an advance monthly rental rate equal to 40% of the monthly rental rate applicable during the original term. In any case, during any renewal term, all other provisions and conditions of this Lease shall continue unchanged. If Lessee fails to return the Equipment at the end of the original lease term or any renewal thereof, and does not exercise its renewal option or purchase option as aforesaid, then the Lease shall automatically be renewed from month to month with rent payable monthly at the monthly rate applicable during the original term. In the event the Fair Market Value is not agreed upon by Lessee and Lessor, it shall be determined by the average of three (3) independent appraisals by parties which shall include two parties, one selected by Lessee and one selected by Lessor, and a third mutually selected by Lessee and Lessor at Lessee's expense.

20. ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest therein or (b) sublet or lend the Equipment or permit same to be used by anyone other than Lessee or Lessee's employees, provided, however, that Lessee may trip Lease the Equipment to its customers in the normal course of Lessee's business. Irrespective of any permitted sublease or trip lease, Lessee agrees to remain primarily liable to Lessor under all terms and conditions of this Lease.

21. ASSIGNMENT BY LESSOR: For the purpose of providing funds for financing the purchase of the Equipment, or for any other purpose, Lessee agrees (a) that Lessor may assign, sell or encumber all or any other part of this Lease, the Equipment and the Rental Payments hereunder and (b) in the event of any such assignment of Rental Payments hereunder and written notice thereof to Lessee, to unconditionally pay directly to any such assignee all rentals and other sums due or to become due under this Lease and (c) that the Equipment leased hereunder may be mortgaged by Lessor under a chattel mortgage. In any such event, the right, title and interest of the mortgagee under any such chattel mortgage shall by the express terms of such chattel mortgage be subject to the leasehold interest of Lessee in and to the Equipment hereunder. THE RIGHTS OF ANY SUCH ASSIGNEE SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH LESSEE MAY HAVE AGAINST THE LESSOR. Notwithstanding the foregoing, any such assignment (a) shall be subject to Lessee's right to possess and use the Equipment so long as Lessee is not in default under this Lease and (b) shall not release any of Lessor's obligations hereunder or any claim which Lessee has against Lessor. Lessor agrees that no such assignment, conveyance or transfer shall knowingly be made to any competitor, customer (or prospective customer, designated as such in writing by the Lessee) or supplier of the Lessee without the Lessee's consent.

22. MAINTENANCE, REPAIRS AND RETURN OF EQUIPMENT: Lessee shall, at no expense to Lessor, maintain the Equipment in good repair and operating condition so that the Equipment shall comply with the applicable interchange standards set for such Equipment by the Association of American Railroads ("AAR"), and be and remain in good operating order by industry standards and fit for the purposes for which it was designed, and satisfy the tests described below;

a. All damaged or broken parts will be repaired according to AAR specifications;

b. Exterior sides will be free of rust and corrosion, except for minor surface rust, and will be painted according to Lessee's standard paint scheme, free of any and all advertising and notices other than receiving numbers and Lessee's corporate identification, including its corporate logo, which corporate identification and logo shall be removed upon any return of the Equipment hereunder;

c. Equipment will conform to United States Department of Transportation regulations or those of any other government agency having jurisdiction over the use and operation of the Equipment;

d. Equipment will be returned with undercarriage systems, including any related tracks and rollers of a type, size, and quality standard according to original manufacturing specifications, and will be in good repair and operating condition;

Upon any return of the Equipment, Lessee shall certify that the Equipment returned meets the specifications above. In the event Lessor shall dispute or question Lessee's certification, Lessor may appoint an independent party to inspect the Equipment, and the costs, fees and expenses of such inspection shall be at Lessor's expense unless such inspection shall reveal Lessee's certification to be materially in error, in which case Lessee shall be responsible for the costs, fees and expenses of such inspection. Any deficiencies determined by such inspection or set forth in Lessee's certification shall be repaired at Lessee's expense.

Upon payment in full of all Rental Payments and all other sums due under this Lease for the Equipment described in any Schedule, unless Lessee shall have duly exercised any renewal or purchase option with respect thereto, Lessee will, at its expense, insure and deliver such items of Equipment to Lessor at any place or places in the continental United States designated by Lessor in writing, for such disposition. In the Event of Default by Lessee under this Lease, Lessee will return all Equipment to Lessor in the same manner. All Equipment so delivered by Lessee to Lessor shall be returned to the designated location in the same condition as when first delivered to Lessee, reasonable wear and tear resulting from authorized use thereof alone excepted, with the interiors and exteriors thereof cleansed of slurry, sludge and other debris and otherwise in the condition required to be maintained hereunder.

Should Lessor elect to take possession of the Equipment, Lessee shall deliver possession of such Equipment to Lessor and shall give prompt telegraphic and written notice to the Association of American Railroads and all railroads having possession of any Equipment so to return such Equipment. For the purpose of delivering possession of any Equipment to Lessor as required above, Lessee will, at its own expense and risk: (i) forthwith and in the usual manner cause such Equipment to be transported to the storage tracks of Lessee as Lessee may select, and there assembled; (ii) furnish or arrange for Lessor to store such Equipment on Lessee's storage tracks until such Equipment has been sold, leased or otherwise disposed of by Lessor, such period not to exceed ninety (90) days; and (iii) cause such Equipment to be transported to such interchange point or points

as shall be designated by Lessor upon any sale, lease or other disposition of all or any of such Equipment. All movement to and storage of each piece of Equipment at Lessee's storage track is to be at the risk and expense of Lessee. All movement from Lessee's storage tracks is to be at the risk and expense of Lessor.

23. EVENTS OF DEFAULT: Lessee shall be in default under this Lease upon the happening of any of the following events or conditions ("Events of Default"):

(a) Default by Lessee in payment of any installment of rent or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Lease or otherwise and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee; or (b) default in the performance of any other obligation, covenant or liability contained in this Lease or any other agreement or document with Lessor, and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee (or, if such default could be remedied prior to the expiration of the Lease term but not within ten (10) days, the failure to take remedial action within said ten (10) day period and diligently continue same and cure said default within 180 days); or (c) any material warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; or (d) the attempted sale or encumbrance by Lessee of any of the Equipment, or the making of any levy, seizure or attachment thereof or thereon; or (e) dissolution, termination of existence, discontinuance of its business, insolvency, business failure, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by Lessee or the commencement of any proceedings under any voluntary bankruptcy, reorganization or arrangement laws by or against Lessee; or (f) in the event of an involuntary bankruptcy or the appointment of a receiver without Lessee's consent, such bankruptcy or appointment continues and is ongoing for a period of sixty (60) consecutive days; or (g) Lessee shall use or permit the Equipment to be used to contain or transport any Hazardous Material (as defined in Section 8 hereof).

24. REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter (subject to any applicable grace provisions), Lessor may without any further notice exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) declare all unpaid rentals due and to become due under this Lease to be immediately due and payable; (b) terminate this Lease as to any or all items of Equipment; (c) take possession of the Equipment wherever found without any liability or suit, action or other proceeding by the Lessee and remove the same; (d) cause Lessee at its expense to promptly return the Equipment to Lessor and in the condition set forth in Section 22; (e) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof without affecting the obligations of Lessee as provided in this Lease; (f) sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee; (g) proceed by appropriate action either by law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; (h) exercise any and all rights accruing to a Lessor under any applicable law upon a default by a Lessee.

In addition, Lessor shall be entitled to recover immediately as liquidated damages for loss of a bargain and not as a penalty an amount equal to the Stipulated Loss Value for Equipment (as set forth in Addendum "A" for the applicable Schedule) on the date of Lessor declaring this Lease in default, together with interest as provided herein. After default at the request of Lessor and to the extent requested by Lessor, Lessee shall comply with the provisions of Section 22 of this Lease. Lessor may, but shall not be required to, sell Equipment at private or public sale, in bulk or in parcels, with or without notice, without having the Equipment present at the place of sale; or Lessor may, but shall not be required to, lease, otherwise dispose of or keep idle all or part of the Equipment. The proceeds of sale, lease or other disposition, if any, shall be applied (1) to all Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of Equipment; then, (2) to the extent not previously paid by Lessee, to pay Lessor the Stipulated Loss Value for Equipment and all other sums, including any unpaid rent and any indemnification then remaining unpaid thereon; then (3) to reimburse to Lessee any such sums previously paid by Lessee as liquidated damages; (4) any surplus shall be retained by Lessor; Lessee shall pay any deficiency in (1) and (2) forthwith. Should Lessor, however, estimate its actual damages in lieu of or in addition thereto, Lessor shall not be obligated to sell, lease or otherwise dispose of any item of repossessed Equipment hereunder if it would impair the sale, lease or other disposition of similar equipment in the ordinary course of Lessor's business or which was previously repossessed by Lessor from any party. None of the remedies under this Lease are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor in law or in equity. Any repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided, and the bringing of an action or the entry of judgment against the Lessee shall not bar the Lessor's right to repossess any or all items of Equipment. In no event shall Lessor be entitled to recover from Lessee more than the sum of (a) the liquidated damages, as defined above, (b) all of Lessor costs, charges, and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of the Equipment and (c) unpaid rent that has accrued to the date of Lessor's declaring this Lease in default.

25. **SEVERABILITY:** Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law which prohibits or renders unenforceable any provisions hereof in any respect.

26. **NOTICES:** Any notice or other communication given under this Lease shall be sent to the following address:

LESSOR:

Pitney Bowes Credit Corporation
201 Merritt Seven
Norwalk, CT 06856-5151
Attn: Vice President, Operations

LESSEE:

J. M. Huber Corporation
333 Thornall Street
Edison, NJ 08818
Attn: Manager - Rail Transportation

Any such notice or other communication shall, if not actually delivered prior thereto, be deemed to have been delivered five (5) business days after the date when it shall have been mailed by registered or certified mail, all charges prepaid. Notice or other communications transmitted in any other fashion shall not be deemed delivered until actually delivered at the address or party to which notices may be sent. Each party shall notify the other of a change of address for notices to the other party as herein provided.

27. AMENDMENTS AND WAIVERS: This instrument and the Schedules executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment and the subject matter of this Lease: No term or provision of this Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessor may insert the serial number of any item of Equipment on the appropriate Schedule after delivery thereof. No express or implied waiver by Lessor or Lessee of any Event of Default or breach hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default or breach whether similar in kind or otherwise.

28. CONSTRUCTION: This Lease shall in all respects be governed by and construed in accordance with the laws of the State of Connecticut. The titles of the sections of this Lease are for convenience only and shall not define or limit any of the terms or provisions hereof.

29. PARTIES: The provisions of this Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

30. LESSEE'S QUIET ENJOYMENT: So long as Lessee shall pay and perform all of its obligations and covenants hereunder, its quiet enjoyment of the Equipment shall not be disturbed by any party lawfully claiming by, through or under Lessor. By acceptance of any assignment of this Lease, any assignee hereof agrees, with and for the benefit of Lessee, that as long as Lessee shall perform all of its obligations and covenants hereunder, Lessee's quiet enjoyment shall not be disturbed by such assignee or any party lawfully claiming by, through or under such assignee.

31. EARLY TERMINATION: Provided Lessee is not in default under the Lease or any other agreement between the Lessor and Lessee, Lessee shall at any time on or after the expiration of ten (10) years from the commencement date of the Schedule which Lessee seeks to terminate, in accordance with the provisions set forth below, and upon no less than 180 days prior written notice to Lessor, (hereinafter called "180 Day Notice Period") have the right to terminate the Schedule with respect to the Equipment listed on such Schedule which Equipment becomes economically obsolete or surplus to the Lessee's needs, provided however, no termination of the Schedule shall occur unless and until, during the 180 Day Notice Period (1) Lessee shall: (i) use its best efforts to obtain bids for the cash purchase of such Equipment at its fair market value, such bids to be ON AN AS IS, WHERE IS BASIS, WITHOUT RECOURSE OR WARRANTY TO LESSOR, (ii) certify to Lessor in writing the amount of the highest bid received by Lessee and the name and address of the party submitting such bid (hereinafter called "Lessee's Certificate"), (iii) pay Lessor in cash at the time of delivery of Lessee's

Certificate required in (ii) immediately above, the amount, if any by which the applicable Termination Value (as set forth in Addendum B to the applicable Schedule) exceeds the amount of the highest bid as stated in such Lessee's Certificate, and (2) the sale contemplated hereby shall have been consummated as hereinafter set forth.

After Lessor's receipt of the Lessee's Certificate and payment required and provided the party identified as the highest bidder in Lessee's Certificate does not withdraw or modify their bid, Lessor, shall sell such Equipment WITHOUT RECOURSE OR WARRANTY, to the bidder identified in the Lessee's Certificate for cash in the amount of the full purchase price together with any taxes thereon; and thereupon Lessee shall deliver such Equipment to Lessor in accordance with the terms of the Lease. The total purchase price realized at such sale shall be retained by Lessor and in addition Lessee shall pay Lessor in cash upon demand all reasonable expenses incurred by Lessor in selling such Equipment (including all expenses, if any, incurred by Lessor in the transportation of the Equipment to the buyer).

Lessee shall remain liable for all rent payments accruing under the applicable Schedule with respect to such Equipment through the date of Lessor's sale of such Equipment. Lessee thereafter shall be relieved of all obligations to pay rent accruing after the date of such sale with respect to such Equipment and the Schedule shall thereupon terminate with respect to such Equipment except for such obligations which by the terms of the Lease expressly survive the termination. Notwithstanding the foregoing, upon written notice to Lessee within the 180 Day Notice Period Lessor may elect not to sell such Equipment to the highest bidder identified in Lessee's Certificate. If Lessor elects the option stated in this paragraph it shall notify Lessee in writing of such election. In such event Lessor shall require Lessee to deliver such Equipment to the Lessor in accordance with the terms of the Lease. Concurrently, Lessee will pay Lessor in cash the amount, if any, by which the applicable Termination Value exceeds the amount of the highest bid as stated in Lessee's Certificate. Thereafter, Lessee shall (1) be relieved of all obligations to pay rental payments accruing under the Schedule with respect to such Equipment due and payable after the expiration of the 180 Day Notice Period, (2) remain liable (i) for rent payments due and not paid prior to the expiration of the 180 Day Notice Period under the Schedule with respect to such Equipment, and (ii) for all such obligations which, by the terms of the Lease, expressly survive the termination thereof and except as expressly provided above the Schedule shall terminate with respect to such Equipment.

Notwithstanding the foregoing, Lessee may at its option, upon written notification given to Lessor prior to Lessor making commitment to sell or release the Equipment to a third party, elect to rescind Lessee's notice of termination with respect to such Equipment, whereupon the Schedule shall not terminate with respect to such Equipment pursuant to this Section 31, but shall, provided no default has occurred and is continuing hereunder and Lessor has not by reason thereof terminated the Schedule, continue in full force and effect as though no such notice of termination had been given by Lessee. Failure of Lessee to deliver Lessee's Certificate to Lessor prior to the expiration of the 180 Day Notice Period will be deemed conclusive evidence of Lessee's election to rescind its notice of termination.

In the event of a proposed termination as set forth herein, Lessor may, but shall not be required to solicit bids for the sale of the applicable Equipment. Notwithstanding anything to the contrary contained herein, if Lessee uses its best efforts to solicit bids for the sale of the applicable Equipment, but no bids (whether through Lessee's or Lessor's efforts) for the cash purchase thereof are obtained, Lessee may, upon expiration of the 180 Day Notice period, terminate the lease of such Equipment by purchasing the same from Lessor on an "as is-where is" basis without recourse or warranty for a cash purchase price equal to the higher of its then existing Fair Market Value (as defined in Section 18) or the agreed upon Termination Value, plus any and all taxes thereon.

32. **TAX INDEMNITY:** Lessee acknowledges that the monthly rent payment provided for in Section 4 is computed on the assumptions that (a) the Lessor will be entitled to depreciation deductions, with respect to the full cost of each item of Equipment, allowed under Section 167(a) and 168(a) of the Internal Revenue Code of 1986 as amended (the "Code") as in effect on the date hereof, utilizing the applicable (1) depreciation method provided in Section 168(b) (1) (A) and (B) of the Code; (2) convention described in Section 168(d) (1) of the Code; and (3) recovery period and classification of 7 years as determined under Section 168(c) and (e) of the Code, commencing in Lessor's current taxable year and cost recovery deductions or depreciation deductions for state or local income tax purposes (such deductions being referred to hereinafter as "Tax Benefits") and (b) all amounts includable in the gross income of Lessor with respect to the Equipment will be treated as derived from or allocable to sources within the United States. Lessee makes no representation as to the accuracy or the correctness of the above assumptions.

Lessee represents and warrants to Lessor that it has not, and will not, at any time during the term of this Lease take any action in contravention of the terms hereof or omit to take any action required hereunder which, under the Code, will result in the loss or delay by Lessor of all or any part of the Tax Benefits or which will cause any of the gross income of Lessor with respect to the Equipment to be treated as derived from or allocable to sources outside the United States. If as a result of any such act or omission, Tax Benefits are lost, disallowed, eliminated, reduced, recaptured, compromised, delayed or otherwise made unavailable to Lessor (any of the foregoing being hereafter called a "Loss"), Lessee shall promptly pay to Lessor on demand, as additional Rent, an amount in cash which in the opinion of Lessor is equal to that which provides Lessor with the same net after-tax earnings for book accounting purposes that Lessor originally anticipated realizing from the transaction contemplated by the Lease had it not been for the Loss. The repair, replacement or destruction of any item of Equipment causing a loss or delay by Lessor of all or any part of the Tax Benefits and not resulting for any reason in payment of the Stipulated Loss Value therefor, shall constitute an act of Lessee in contravention of this Lease for purposes of this Section 32. In the event of Lessee's breach of the covenants in Section 7 hereof related to foreign use, operation or location of the Equipment, if any item of income, credit or deduction with respect to the Equipment shall not be treated as derived from, or allocable to, sources within the United States for a given taxable year (any such event hereinafter referred to as a "Foreign Loss"), then Lessee shall pay to Lessor as an Indemnity such amount as, after deduction of all taxes required to be paid by Lessor in respect of the receipt of such amounts under the laws of any Federal, state or local government or taxing authority of the United States, shall equal the sum of:

(i) the excess of (x) the foreign tax credits which Lessor would have been entitled to for such year had no such Foreign Loss occurred over (y) the foreign tax credit to which Lessor was limited as a result of such Foreign Loss and (ii) the amount of any interest, penalties or additions to tax payable as a result of such Foreign Loss. The maximum indemnity payment that Lessee would owe to Lessor as the result of any such Foreign Loss shall not, for the periods set forth below, exceed the amounts set forth below per each 1% of total loss (aggregate Rental Payments received or accrued less applicable Tax Benefits) that is foreign source loss, per item of Equipment, plus interest, penalties or additions to tax payable as a result of such Foreign Loss:

<u>Calendar Year</u>	<u>Amount per each 1% of total loss that is foreign source loss per item of Equipment</u>
1989	\$26.00
1990	\$54.00
1991	\$28.00
1992	\$10.00
1993	\$10.00
1994	Not Applicable

In the event of any foreign source loss, the method of determining the percentage of total loss that is foreign source loss shall be mutually agreed upon by Lessor and Lessee prior to the date Lessor files its income tax returns pertaining to such loss. Should Lessor and Lessee not agree prior to that time, then the determination shall be made based upon a proportion, the numerator of which shall be the number of days the Equipment is used, operated or located outside the United States for the tax year in question, and the denominator of which shall be the total number of days in said tax year. Lessee shall have no liability with respect to foreign source losses for acts, events or circumstances occurring or arising after the end of calendar year 1993.

The results of all computations, together with a statement describing in reasonable detail the manner in which such computations were made, shall be delivered to Lessee in writing. If Lessee so requests within 15 days after receipt of such computations, any determination shall be reviewed by a nationally recognized independent accounting firm, other than Lessor's or Lessee's regular auditors, selected jointly by Lessee and Lessor who shall be asked to verify, after consulting with the Lessee and Lessor, whether Lessor's computations are correct, and to report its conclusions to both Lessor and Lessee. Lessor and Lessee hereby agree to provide such accountants with all information and materials as shall be reasonably necessary or desirable in connection therewith. The fees of the accountants in verifying any additional rent or indemnity pursuant to this Section 32 shall be paid by Lessee, unless such verification discloses an error adverse to Lessee in an amount greater than 10% of the amount calculated by Lessor, in which case such fees shall be paid by Lessor. Any additional rent or indemnity payment shall include late charges from such time as the statement was sent by Lessor to Lessee until payment is made by Lessee to Lessor.

For purposes of this Section 32, the term "Lessor" shall include the affiliated taxpayer group within the meaning of Section 1504 of the Code of which Lessor is a member. The provisions of this Section 32 shall expire upon conclusion of all statutes of limitations relevant to the provisions of this Section 32.

LESSEE HEREBY ACKNOWLEDGES RECEIPT OF AN EXECUTED AND TRUE COPY OF THIS LEASE AND THAT IT IS NON-CANCELLABLE FOR THE ORIGINAL RENTAL TERM EXCEPT AS PROVIDED FOR IN SECTION 31 - "EARLY TERMINATION" AS CONTAINED HEREIN.

IN WITNESS WHEREOF, the Lessor and Lessee have each caused this Lease to be duly executed.

LESSOR:

PITNEY BOWES CREDIT CORPORATION

By: Michael J. Pignati

Title: Reg. Vice President

Date: 3/30/89

RAIL (10-88)

LESSEE:

J. M. HUBER CORPORATION

By: James Huber

Title: President

Date: 4/20/89

EQUIPMENT DESCRIPTION

Trinity Industries, Inc's

30 14,428 Gallon, DOT 11A100W1 Railroad Tank Car
Registration Numbers as follows:

JMHX 70045	JMHX 70061
JMHX 70046	JMHX 70062
JMHX 70047	JMHX 70063
JMHX 70048	JMHX 70064
JMHX 70049	JMHX 70065
JMHX 70050	JMHX 70066
JMHX 70051	JMHX 70067
JMHX 70052	JMHX 70068
JMHX 70053	JMHX 70069
JMHX 70054	JMHX 70070
JMHX 70055	JMHX 70071
JMHX 70056	JMHX 70072
JMHX 70057	JMHX 70073
JMHX 70058	JMHX 70074
JMHX 70059	
JMHX 70060	

Union Tank Car Company's

90 Tank Car 111A100W3
Registration Numbers as follows:

JMHX 69087	JMHX 69112	JMHX 69137	JMHX 69162
JMHX 69088	JMHX 69113	JMHX 69138	JMHX 69163
JMHX 69089	JMHX 69114	JMHX 69139	JMHX 69164
JMHX 69090	JMHX 69115	JMHX 69140	JMHX 69165
JMHX 69091	JMHX 69116	JMHX 69141	JMHX 69166
JMHX 69092	JMHX 69117	JMHX 69142	JMHX 69167
JMHX 69093	JMHX 69118	JMHX 69143	JMHX 69168
JMHX 69094	JMHX 69119	JMHX 69144	JMHX 69169
JMHX 69095	JMHX 69120	JMHX 69145	JMHX 69170
JMHX 69096	JMHX 69121	JMHX 69146	JMHX 69171
JMHX 69097	JMHX 69122	JMHX 69147	JMHX 69172
JMHX 69098	JMHX 69123	JMHX 69148	JMHX 69173
JMHX 69099	JMHX 69124	JMHX 69149	JMHX 69174
JMHX 69100	JMHX 69125	JMHX 69150	JMHX 69175
JMHX 69101	JMHX 69126	JMHX 69151	JMHX 69176
JMHX 69102	JMHX 69127	JMHX 69152	
JMHX 69103	JMHX 69128	JMHX 69153	
JMHX 69104	JMHX 69129	JMHX 69154	
JMHX 69105	JMHX 69130	JMHX 69155	
JMHX 69106	JMHX 69131	JMHX 69156	
JMHX 69107	JMHX 69132	JMHX 69157	
JMHX 69108	JMHX 69133	JMHX 69158	
JMHX 69109	JMHX 69134	JMHX 69159	
JMHX 69110	JMHX 69135	JMHX 69160	
JMHX 69111	JMHX 69136	JMHX 69161	

EQUIPMENT DESCRIPTION

Trinity Industries, Inc's

30

14,428 Gallon, DOT 11A100W1 Railroad Tank Car
Registration Numbers as follows:

JMHX	70045	JMHX	70061
JMHX	70046	JMHX	70062
JMHX	70047	JMHX	70063
JMHX	70048	JMHX	70064
JMHX	70049	JMHX	70065
JMHX	70050	JMHX	70066
JMHX	70051	JMHX	70067
JMHX	70052	JMHX	70068
JMHX	70053	JMHX	70069
JMHX	70054	JMHX	70070
JMHX	70055	JMHX	70071
JMHX	70056	JMHX	70072
JMHX	70057	JMHX	70073
JMHX	70058	JMHX	70074
JMHX	70059		
JMHX	70060		

Union Tank Car Company's

90

Tank Car 111A100W3
Registration Numbers as follows:

JMHX	69087	JMHX	69112	JMHX	69137	JMHX	69162
JMHX	69088	JMHX	69113	JMHX	69138	JMHX	69163
JMHX	69089	JMHX	69114	JMHX	69139	JMHX	69164
JMHX	69090	JMHX	69115	JMHX	69140	JMHX	69165
JMHX	69091	JMHX	69116	JMHX	69141	JMHX	69166
✓ JMHX	68092	JMHX	69117	JMHX	69142	JMHX	69167
JMHX	69093	JMHX	69118	JMHX	69143	JMHX	69168
JMHX	69094	JMHX	69119	JMHX	69144	JMHX	69169
JMHX	69095	JMHX	69120	JMHX	69145	JMHX	69170
JMHX	69096	JMHX	69121	JMHX	69146	JMHX	69171
JMHX	69097	JMHX	69122	JMHX	69147	JMHX	69172
JMHX	69098	JMHX	69123	JMHX	69148	JMHX	69173
JMHX	69099	JMHX	69124	JMHX	69149	JMHX	69174
JMHX	69100	JMHX	69125	JMHX	69150	JMHX	69175
JMHX	69101	JMHX	69126	JMHX	69151	JMHX	69176
JMHX	69102	JMHX	69127	JMHX	69152		
JMHX	69103	JMHX	69128	JMHX	69153		
JMHX	69104	JMHX	69129	JMHX	69154		
JMHX	69105	JMHX	69130	JMHX	69155		
JMHX	69106	JMHX	69131	JMHX	69156		
JMHX	69107	JMHX	69132	JMHX	69157		
JMHX	69108	JMHX	69133	JMHX	69158		
JMHX	69109	JMHX	69134	JMHX	69159		
JMHX	69110	JMHX	69135	JMHX	69160		
JMHX	69111	JMHX	69136	JMHX	69161		

CORPORATE FORM OF ACKNOWLEDGEMENT

State of New Jersey)
)
County of Middlesex) SS:

On this 30th day of March 1989, before me personally appeared George Schenk, to me personally known, who being by me duly sworn, says that he is the President of J. M. HUBER CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carolyn Kurland
Signature of Notary Public

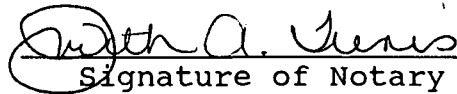
NOTARY PUBLIC OF NEW JERSEY
My commission expires My Commission Expires August 28, 1991

Seal

CORPORATE FORM OF ACKNOWLEDGEMENT

State of Connecticut)
) SS:
County of Fairfield)

On this 30th day of March 1989, before me personally appeared Michael J. Cingari, to me personally known, who being by me duly sworn, says that he is the Region Vice President of Pitney Bowes Credit Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Signature of Notary Public

My commission expires 4 March 31, 1991

Seal